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FRANKLIN TOWNSHIP SCHOOL BUS DRIVERS ASSOCIATION

1975-1976

1976-1977

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PREAMBLE

This agreement entered into this day, June 23, 1976  
by and between the Board of Education of Franklin Township, the Township of  
Franklin, New Jersey, hereinafter called the "Board", and the Franklin Township  
School Bus Drivers' Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing transportation for the children of the Franklin Township School District is their mutual aim and that the character of such transportation depends predominantly upon the quality and morale of the bus drivers, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

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RECOGNITIONA. Unit

The Board hereby recognizes the Association as the Exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all School Bus Drivers employed by the Board.

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon decisions affecting a bus driver or a group of bus drivers.

2. Aggrieved person

An "Aggrieved person" is the person or persons making the claim.

3. Party in interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year; and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level one - immediate superior

An employee with a grievance shall first discuss it with his

Grievance Procedure

Bus Coordinator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Grievance must be in writing and submitted and signed within five days of the violation.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the superintendent of schools.

5. Level Three - Personnel Committee

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the superintendent, he may within five (5) school days after a decision by the superintendent or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, refer the grievance to the Personnel Committee of the Board.

6. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Personnel Committee, he may within five (5) school days after a decision by the Committee or ten (10) school days after the grievance was delivered to the Committee, whichever is sooner, refer the grievance to the Board of Education.

7. Level Five - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable

Grievance Procedure

to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. The term "grievance" shall not apply to the following:

- a. Any matter for which a review is prescribed by law.
- b. Any rule or regulation of the state commissioner of education.
- c. Any matter which according to law is beyond the scope of Board authority.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party, in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Written Decisions

Decisions rendered at level one which are unsatisfactory to

Grievance Procedure

the aggrieved person and all decisions rendered at levels two, three, four, and five of the Grievance Procedure shall be in writing and a copy given to the aggrieved. Decisions rendered at level five shall be in accordance with the procedures set forth in section 7, paragraph C of this Article.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.



EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection as a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Whenever any employee is required to appear before the superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given at least two (2) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Final decision will rest with the Board or Administration.
- B. Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.
- C. 1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.
3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.
- D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

EMPLOYMENT PROCEDURESA. Dismissal

1. The Association and the Bus Coordinator shall develop procedures which shall be recommended to the Board for the termination of employment of employees.

2. The procedures shall insure that the employee has the privilege of making an appeal to the superintendent or his designee, and a hearing before the Board of Education when terminated. A terminated employee shall receive 30 days notice of termination or 30 days pay in lieu of notice.

B. Reasons for Dismissal

Although New Jersey School Law and the Policies of the Franklin Township Board of Education symbolized the do's and don'ts of employment, it is none less than fair to point out unacceptable practices of conduct and actions of employees while in the employ of the Board.

It must be understood that any of the following actions shall be cause for dismissal.

1. Any bus driver charged with drinking intoxicating beverages before operating the bus or while operating the bus.

2. Moving violation of traffic laws while operating the bus.

3. The use of profanity in the presence of children, adults or officials of the Franklin Township Public Schools during working hours.

The Board retains the right to suspend any bus driver who stands in violation of New Jersey School Law and Board policy as it refers to employment as a school bus driver.

Violations shall be treated as follows:

a. First violation; appearance before the Board; suspended one month without pay.

b. Second violation; appearance before the Board; suspended two months without pay.

c. Third violation; appearance before the Board; suspension or dismissal.

C. a, b and c apply except to number 1.

EMPLOYMENT PROCEDURES

D. All suspensions shall be for cause and in writing. If the outcome of charges is not resolved within 90 days the employee shall be paid his regular pay hereafter. If found innocent of charges all back pay shall be reimbursed to him.

E. Suspension

The Franklin Township Board of Education encourages open communications in the interest of developing full understanding between and among its employees and.

The board shall upon proper notice meet with a bus driver for the purpose of discussing non-reemployment and,

Whenever a bus driver staff member has requested in writing and has received a written statement of reasons for suspension, the bus driver may request in writing an informal appearance before the board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from receipt of the board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceeding shall be permitted.

The bus driver may be represented by counsel or one individual of his/her own choosing.

The bus driver may present witnesses and such witnesses need not present testimony under oath and should not be crossexamined by the board. Witnesses should be called into the meeting to address the board one at a time and should be excused from the meeting after making the statements. Within three days following the informal appearance the board shall notify the affected bus driver in writing, of its final determination. Decision of board is final.

F. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.

G. Assigned Duties

At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description. The existing check list at this time shall prevail.

EMPLOYMENT PROVISIONS

1. You will abide by all the rules and regulations of the Franklin Township Board of Education heretofore and hereafter made including, but not limited to, the following:
  - a) The bus interior is to be swept out each day. The interior surfaces are to be kept clean.
  - b) The bus exterior is to be washed periodically.
  - c) The driver is to have the bus at the maintenance garage for scheduled service, maintenance, and repair work.
  - d) The driver is to take the bus for the semi-annual motor vehicle inspections.
  - e) The driver is to make out reports as required.
  - f) The driver will accept scheduled noontime kindergarten routes and special trips when assigned.
2. Change in the duties and responsibilities with exception of terms and conditions of employment of the bus drivers will be designated by the Board of Education or an authorized agent of the Board of Education.
3. It is understood and mutually agreed that either party may terminate this employment by notifying the other party in writing thirty days in advance of the date of termination.

H. Dismissal

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The board shall upon proper notice meet with a bus driver for the purpose of discussing non-reemployment and,

Whenever a bus driver staff member has requested in writing and has received a written statement of reasons for dismissal, the bus driver may request in writing an informal appearance before the board of education. Such written request must be submitted to the board within ten calendar days of receipt of the board's statement of reasons. The informal appearance shall be scheduled within thirty calendar days from receipt of the board's statement of reasons. The informal appearance shall be conducted in private in every instance and no exceptions to such a private proceeding shall be permitted.

EMPLOYMENT PROCEDURES

The bus driver may be represented by counsel or one individual of his/her own choosing.

The bus driver may present witnesses and such witnesses need not present testimony under oath and should not be crossexamined by the board. Witnesses shall be called into the meeting to address the board one at a time and should be excused from the meeting after making the statements. Within three days following the informal appearance the board shall notify the affected bus driver in writing of its final determination. The decision of the board is final.

The Franklin Township Board of Education shall follow the procedures set forth in this article and N.J.S.A. 18A-27-33.

MISCELLANEOUS PROVISIONSA. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid.

D. Compliance between Individual Contract & Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (c) of this Agreement, either party shall do so by letter at the following addresses:

1. If by Association, to Board at  
Grubb Road, Malaga, N. J.
2. If by Board, to Association at  
Home address of President.

F. An up to date copy of Board policy shall be made available to the Bus Drivers Association each year.

DAILY WORK HOURS

- A. September 1 - June 30:
1. The work day shall consist of a minimum of 3 hours.
- B.
1. Regular 3 hours per day, anything over shall be overtime at regular hourly pay.
  2. Kindergarten - shall not exceed 1 hour per day; all time over 1 hour shall be considered overtime and will be paid at kindergarten rate.
  3. Special Education Run - Drivers to be paid at Drivers hourly rate.
  4. Special Field Trips - Trips other than 1, 2, and 3 above, shall be paid at drivers hourly rate.
- C. Drivers shall perform duties when school is in session for students and bus inspections.
- D. If a driver wishes to have his regular pay certified for overtime pay, he shall no later than Sept. 30 of each year present to the bus co-ordinator in writing a request for certification. The bus co-ordinator shall deliver his decision of certification for overtime in writing to the driver no later than Oct. 30 of the same year. All overtime will be retroactive to the first day of driving of the year certified. Any disagreement over the decision of the bus co-ordinator may be processed thru the grievance procedure.
- E. The bus co-ordinator shall present a field trip survey form to every bus driver by Sept. 15 of each year. All drivers interested in field trips shall return the survey by Sept. 30 to the bus co-ordinator and their name shall be placed on a seniority list. Every field trip shall be offered by seniority until each regular driver has taken three(3) field trips, kindergarten runs one(1) field trip. The process shall then repeat itself thru out the year.



SICK LEAVEA. Accumulative

All employees employed shall be entitled to 10 days sick leave each full school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

**A. Types of Leave**

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

**1. Personal**

Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

**2. Legal**

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, if the employee is required by law to attend.

**3. Death**

Three (3) days limit to be used at discretion of employee for death only.

Additional leave of absence with pay must have prior approval of the Superintendent and may not exceed two (2) days, and further, the total for the school year (September to June inclusive), including absences for above, may not exceed six (6) days.

**4. Good Cause**

Other leaves of absence with pay may be granted by the Board for good reason.

**B. Addition to Sick Leave**

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any employee who is inducted in any branch of the armed forces of the United States for the period of said induction.

B. Maternity

Natural Birth - The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations.

a. A non-tenure employee shall be granted a leave during the duration of her contract.

b. Maternity leave shall commence on the date requested by the employee.

c. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

d. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue working. If the decision of her doctor is not acceptable by the Board, she will be required to be examined by the school physician.

e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq., The Law against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

Extended Leaves of Absence

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A of this ARTICLE, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections B and C of this ARTICLE.

2. Benefits

All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available; or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and if granted shall be in writing.

SALARIESA. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule "A", which is attached hereto and made a part herof.

B. Method of Payment1. Ten (10) month

Each employee employed on a 10 month basis shall be paid in 20 equal semi-monthly installments.

2. Exceptions

When a pay day falls on or during a school holiday, vacation or week-end, employees shall receive their pay checks on the last previous working day.

SCHEDULE "A"

For the school year of 1975-76 all regular bus drivers with fifteen (15) or more years driving service will receive \$5.85 per hour for the minimum of three (3) hours driving time required per day for the regular morning and afternoon runs. Additional time required to complete services will be paid at same rate of \$5.85 per hour.

For the school year of 1975-76 all regular bus drivers with under fifteen (15) years driving service, will receive \$5.55 per hour for the same above.

For the school year of 1975-76 Kindergarten runs will be paid at the rate of \$6.10 per hour and overtime for Kindergarten runs will pay at the same rate of \$6.10 per hour.

For the school year of 1976-77 all regular bus drivers with fifteen (15) or more years driving service will receive \$6.00 per hour for the minimum of three (3) hours driving time required per day for the regular morning and afternoon runs. Additional time required to complete services will be paid at same rate of \$6.00 per hour.

For the school year of 1976-77 all regular bus drivers with under fifteen (15) years driving service, will receive \$5.70 per hour for the same above.

For the school year of 1976-77 Kindergarten runs will be paid at the rate of \$6.10 per hour and overtime for Kindergarten runs will pay at the same rate of \$6.10 per hour.

For the school years of 1975-76 and 1976-77 all special field trips shall be paid at drivers hourly rate.

Every employee shall receive in 1975-76  
\$50.00 per year for maintenance of bus and in 1976-77  
\$50.00 per year for the same.

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Franklin Township School Bus Drivers Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Franklin Township School Bus Drivers Association by the 15th. of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

INSURANCE PROTECTION

The Board will pay for each employee and dependents, Blue Cross, Blue Shield, Major Medical, and Rider J or Washington National Insurance, not to exceed Blue Cross - Blue Shield rates.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. In accord with P.E.R.C. mandated Guidelines, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



Negotiation of Successor Agreement

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Agreement incorporates the entire understanding of the parties on matters which were or could have been subject of negotiations.

COMPLAINT PROCEDUREA. Procedure I Requirement

Any complaints regarding a bus driver made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of a bus driver shall be in writing and shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the bus driver to appraise the bus driver of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The bus driver shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. ProcedureStep 1.

All complaints shall be submitted in writing by the complainant or the bus driver to the building principal or counterpart supervisor who shall forthwith forward a copy to the superintendent or his designee and the complainant.

Step 2.

Upon receipt of the written complaint the superintendent or his designee shall confer with all parties. The bus driver shall have the right to be present at all meetings of the superintendent or his designee and the complainant.

Step 3.

If the superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the

COMPLAINT PROCEDURE

request of the complainant or the teacher he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4.

After receipt of the findings and recommendations of the superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 5.

Any complaint unresolved under Step 4, may be submitted by the bus driver to the grievance procedure as set forth in ARTICLE II of this Agreement and shall commence at Level 5.

DURATION OF AGREEMENTA. Duration Period

This Agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

FRANKLIN TOWNSHIP SCHOOL BUS DRIVERS ASSOCIATION

By Harold Olsen  
Its President

By Bernie Warder  
Its Secretary

FRANKLIN TOWNSHIP BOARD OF EDUCATION

By William L. Linnane  
Its President

By Alfred DeSanti  
Its Secretary